

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

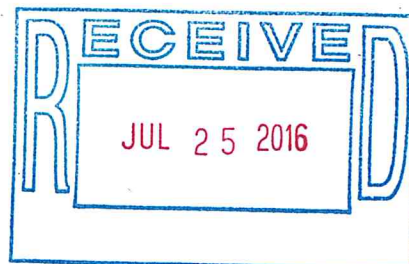


2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546

Phone: (860) 594-3219

July 22, 2016

The Honorable Susan Chapman
First Selectman
Town of New Fairfield
4 Brush Hill Road
New Fairfield, Connecticut 06812



Dear First Selectman Chapman:

Subject: State Project No. 90-99
Downtown Center Streetscape Improvements
Town of New Fairfield
Small Town Economic Assistance Program

Enclosed for your information and records is one executed copy of an agreement between the State of Connecticut and the Town of New Fairfield for State Project No. 90-99, the STEAP Grant for the Downtown Center Streetscape Improvements.

The State of Connecticut will make grant payments directly to the municipal bank account using the Automated Clearing House (ACH) Electronic Fund Transfer (EFT) program. To satisfy the terms of the agreement, if the Town hasn't done so, please complete the ACH (ETF) application that is available on the State of Connecticut, Office of the State Comptroller's web site.

In accordance with the agreement the Town should:

- Designate an individual to act as liaison with the State. The signatory of this Agreement or the successor thereto will be considered the liaison unless other provisions are made. The liaison will be responsible for coordination with municipal agencies, and the monitoring of the progress of design and construction.
- Use the proceeds of the Grant solely for the purpose of funding the Project. **The Project, as defined in the agreement, Downtown Center Streetscape Improvements.**
- All Grant funds not expended for the accomplishment of the Project, as determined by audit, will be returned to the State.

Should you have any questions regarding this matter, please contact the Project Engineer, Mr. Tom Faenza at telephone number (860) 594-3231.

Very truly yours,

Hugh H. Hayward, P.E.
Transportation Principal Engineer
Bureau of Engineering and Construction

Enclosure

Tom Faenza/tf

cc: Timothy M. Wilson – Hugh H. Hayward – William E. Grant

Agreement No. *02-03C16*
Core I.D. No. *160070255AA*

STEAP GRANT AGREEMENT BETWEEN THE
STATE OF CONNECTICUT AND THE TOWN
OF NEW FAIRFIELD FOR THE DOWNTOWN
CENTER STREETScape IMPROVEMENTS

State Project No. 90-99

THIS AGREEMENT, concluded at Newington, Connecticut, this 14th day of June, 2016, by and between the State of Connecticut, Department of Transportation, James Redeker Commissioner, acting herein by Thomas A. Harley, P.E., Bureau Chief Bureau of Engineering and Construction, duly authorized, hereinafter referred to as the "State", and the Town of New Fairfield, Town Hall, 4 Brush Hill Road, New Fairfield, Connecticut 06812, acting herein by, Susan Chapman, First Selectman hereunto duly authorized, hereinafter referred to as the "Municipality", or collectively referred to as the "Parties".

WITNESSETH, THAT,

WHEREAS, the Office of Policy and Management (OPM) submitted a request to the State Bond Commission to authorize the issuance of Twenty Million Dollars (\$20,000,000) in bonds for grants-in-aid to municipalities, and

WHEREAS, the State Bond Commission authorized the issuance of said bonds in the amount of Twenty Million Dollars (\$20,000,000) as authorized by Section 4-66g of the Connecticut General Statutes (C.G.S.), as revised, for grants-in-aid to municipalities, and

WHEREAS, the proceeds of the sale of said bonds shall be used by OPM for the "Small Town Economic Assistance Program" (STEAP) pursuant to C.G.S. Section 4-66g, as revised, and

WHEREAS, the Municipality applied for a STEAP Grant, hereinafter referred to as the "Grant", from OPM for the downtown center streetscape improvements along State Route 37 and State Route 39 identified by State Project No. 90-99, hereinafter referred to as the "Project", and

WHEREAS, OPM awarded said Grant in the amount of Four Hundred Ninety-nine Thousand Nine Hundred Sixty Dollars and Seventy-five Cents (\$499,960.75) on February 19, 2016 and has transferred administration of said Grant to the Department of Transportation, and

WHEREAS, Section 13b-4(8) of the Connecticut General Statutes, as revised, authorizes the Commissioner of Transportation to cooperate with local agencies performing activities relating to transportation.

NOW, THEREFORE, KNOW YE THAT:
THE PARTIES HERETO AGREE AS FOLLOWS:

DEFINITIONS:

The following definitions shall apply to this Agreement:

The term "Claims," as used herein, is defined as all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

The term "Municipality Parties", as used herein, is defined as a Municipality's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Municipality is in privity of oral or written contract and the Municipality intends for such other person or entity to perform under the Agreement in any capacity.

The term "Project", as used herein, is defined as the downtown center streetscape improvements along State Route 37 and State Route 39 in the town center including decorative walks, plantings and decorative lighting.

The term "Records", as used herein, is defined as all working papers and such other information and materials as may have been accumulated by the Municipality in performing the Agreement, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

The term "State", as used herein, is defined as the State of Connecticut, including the Department of Transportation ("Department"), and any office, department, board, council, commission, institution or other agency or entity of the State.

THE STATE SHALL:

1. Upon proper execution of this Agreement, make available to the Municipality Four Hundred Ninety-nine Thousand Nine Hundred Sixty Dollars and Seventy-five Cents (\$499,960.75) through the Office of State Comptroller's Electronic Fund Transfer, Automated Clearing House ACH (EFT) Program, provided the Municipality has notified the Office of the State Comptroller of a bank account where the Grant can be deposited electronically.

THE MUNICIPALITY SHALL:

2. Complete the documentation required by the Office of State Comptroller in order to participate in the Electronic Fund Transfer ACH (EFT) Program, including designating a bank account where the Grant can be deposited electronically.
3. Designate an individual to act as liaison with the State to provide for the proper interchange of information until the design and construction of the Project is completed. The signatory of this Agreement or the successor thereto will be considered the liaison unless other provisions are made. The liaison will be responsible for coordination with municipal agencies and monitoring the progress of design and construction.
4. Use the proceeds of the Grant solely for the purpose of funding the Project.
5. Perform or have performed by consultants all the activities necessary to accomplish the design and rights of way acquisition phases of the Project.

The Municipality hereby acknowledges and agrees to comply with the guidelines stipulated in Policy No. EX.O. -33, dated June 25, 2015, when architects, engineers and/or consultants are retained. Policy No. EX.O. -33, dated June 25, 2015, is attached hereto as Schedule 1 and hereby made a part of this Agreement.

6. Assume full legal responsibility for the accuracy of all products of its work or that of its consultant(s) or other assistants under this Agreement and so indicate by having the signature and the Connecticut Professional Engineer's Seal of the municipal engineer and/or its consultant engineer in charge of the work performed under the terms of this Agreement affixed on the title sheet(s) of all plans and/or documents.

In addition, the title sheet(s) of all plans and/or documents shall be signed by the authorized individual within the Municipality responsible for receipt of "official notices".

7. Upon the completion of the design and rights of way activities, the authorized individual within the Municipality responsible for the receipt of "official notices" shall sign and submit to the State the certification form entitled "State Grant Program Completion of Preconstruction Activities Project Certifications", as may be revised, which is attached hereto as Schedule 2 and hereby made part of this Agreement.

8. Perform the construction phase of the Project utilizing municipal forces or utilize the State authorized method of competitive bidding or the State's Vendor-in-Place program.

9. Upon receipt of construction bids, review all bids for accuracy and conformance to bidding instructions and determine the responsible low bidder.

10. Deliver to the State, prior to the commencement of the construction activities, the following items as applicable:

- (a) Documentation that adequate funding is available to construct the Project.
- (b) List of all bidders with names of bidders and total bid amount.
- (c) Recommendation of award of the construction contract to the responsible low bidder.
- (d) Written justification for awarding the construction contract to any bidder other than the lowest bidder.
- (e) Contractor's Certification of Compliance with Connecticut General Statute Section 31-57B, which is attached hereto as Schedule 3 and hereby made part of this Agreement.

11. Administer construction activities associated with the Project, provide for adequate material testing and inspection of the Project, and make payments to contractor(s).

12. Document expenses by recording all consultant fees, contractor's costs, and all municipal costs, including payroll hours on time sheets, material purchases (including bills), and equipment charges. Equipment rates will be based on a municipal audit, if available, acceptable to the State. In the absence of acceptable municipal rates, the rental rate shall be established in accordance with Section 1.09.04 (d) of the "State of Connecticut, Department of Transportation, Standard Specifications for Roads, Bridges, and Incidental Construction - Form 816," and Supplemental Specifications, as revised.

13. Forward to the State, on a quarterly basis, a narrative of work progress, listing of checks, written amounts of each check, and the total quarterly expenditure.

14. Complete the Project within one thousand ninety-five (1095) calendar days from the execution date of this Agreement unless otherwise authorized in writing by the State.
15. Notify the State, in writing, upon the completion of the Project.
16. Be responsible for the maintenance of the Municipality's facilities constructed as a part of this Project after completion of construction.
17. Permit the State to review, at any time, all work performed under the terms of this Agreement.
18. Reimburse the State for all Project related expenditures incurred in the event the Municipality cancels the Project without "good cause". However, the Municipality may request cancellation of the Project, and if determined by the State to be justifiable and with "good cause", the portion of the Grant not yet expended in conjunction with the Project shall be returned to the State. A shift in municipal priorities, or lack of municipal funding, is considered to be within the control of the Municipality and will not be considered as "good cause".
19. Comply with the provisions contained in Exhibit A entitled "Administrative and Statutory Requirements", which is attached hereto and hereby made part of this Agreement.
20. Not subcontract any portion of this Agreement without the written approval of the State. The form of the subcontractor's agreement shall be as developed by the Municipality and approved by the State. The Municipality shall furnish to the State certification of Public Liability and Property Damage Insurance Coverage, including the use of motor vehicles, for the operations to be performed by subcontract.

THE STATE AND THE MUNICIPALITY MUTUALLY AGREE:

21. That the Grant in the amount of Four Hundred Ninety-nine Thousand Nine Hundred Sixty Dollars and Seventy-five Cents (\$499,960.75) shall be the maximum contribution by the State. All additional costs for the Project will be the responsibility of the Municipality. All Grant funds not expended for the accomplishment of the Project, as determined by audit, shall be returned to the State. Any interest obtained by the Municipality on the Grant funds shall be returned to the State.
22. That the loss or inadequate recording of any cost records concerning the Project will constitute non-eligible cost of the Project.
23. That this Agreement shall be terminated upon mutual consent of the Municipality and the State upon satisfactory completion of the conditions of this Agreement or upon written notice from the Municipality that it does not wish to proceed with the Project. This Agreement can also be terminated by the State if non-compliance with the terms of this Agreement occurs.

Termination of the Agreement shall not relieve the Municipality or its contractor of its responsibility for the completed work, nor shall it relieve the contractor, its surety or the Municipality of its obligations concerning any claims arising out of the work performed or any obligations existing under bonds or insurance required pursuant to the Connecticut General Statutes or by this or any other agreement with the State or Municipality.

24. That with respect to the operations performed by the Municipality, any consultant, subconsultant(s), prime contractor, or subcontractor(s), under the terms of this Agreement, the Municipality will be required to carry, and shall ensure that the consultant, subconsultant(s), prime contractor or any subcontractor(s) performing work in

conjunction with the Project shall carry, for the duration of this Agreement and any supplements thereto, with the State being named as an additional insured party for paragraphs (a) and (b) below, the following minimum liability insurance coverage at no direct cost to the State. In the event the Municipality secures excess / umbrella liability insurance to meet the minimum requirements specified in paragraphs (a) and/or (b) below, the State shall be named as an additional insured. Said coverage to be provided by an insurance company or companies satisfactory to the State; except that, with respect to work performed directly and exclusively by the Municipality, the Municipality may request the State to accept coverage provided under a municipal self insurance program.

(a) Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period, and

(b) The operation of all motor vehicles, including those hired or borrowed, used in connection with this Agreement shall be covered by Automobile Liability Insurance providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000).

(c) Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U. S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States respectively.

With respect to any work involving the construction of real property during the construction phase of the project, Builders Risk Insurance providing coverage for the entire work at the Project site must be obtained. Coverage shall be on a completed value form basis in an amount equal to the Project value. Receipt of payment by the Municipality under such policy shall not affect the obligations of the Municipality set forth in Article 23 of this Agreement.

The Municipality and its prime contractor, subcontractor(s), consultant, and subconsultant(s) and their insurers shall have no right of recovery or subrogation against the State, and said insurance carried by the Municipality and prime contractor, subcontractor(s), consultant, and subconsultant(s) shall be its primary coverage. Each required insurance policy shall not be suspended, voided, cancelled, or reduced except after thirty (30) days prior written notice by certified mail has been given to the Municipality. The Municipality is also required to comply with the notification requirement if it is performing work related to the Project.

The Municipality shall produce, within five (5) business days, a copy, or copies of all applicable insurance policies when requested by the State. In providing said policies, the Municipality may redact provisions of the policies that are proprietary. This provision shall survive the suspension, expiration, or termination of this Agreement.

25. That any "Official Notice" from one such party to the other such party, in order for such Notice to be binding thereon, shall:

(a) Be in writing (hardcopy) addressed to:

- (i) When the State is to receive such Notice:

Commissioner of Transportation
Connecticut Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, Connecticut 06131-7546;

- (ii) When the Municipality is to receive such Notice:

First Selectman
Town of New Fairfield
Town Hall
4 Brush Hill Road
New Fairfield, Connecticut 06812;

(b) Be delivered in person with acknowledgement of receipt or be mailed via United States Postal Service - "Certified Mail" to the address recited herein as being the address of the party to receive such Notice; and

(c) Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "Official Notice" as used herein, shall be construed to include, but not be limited to, any request, demand, authorization, direction, waiver, and/or consent of the party(ies) as well as any document(s), including any electronically - produced versions, provided, permitted, or required for the making or ratification of any change, revision, addition to, or deletion from, the document, contract, or agreement in which this "Official Notice" specification is contained.

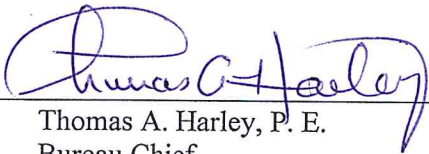
Further, it is understood and agreed that nothing hereinabove contained shall preclude the Parties hereto from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such Notice(s) is/are to be addressed; alternate means of conveying such Notice(s) to the particular party(ies); and/or alternate locations to which the delivery of such Notice(s) is/are to be made, provided such subsequent agreement(s) is/are concluded pursuant to the adherence to this specification.

26. That the State will assume no liability for payment under the terms of this Agreement until the Municipality is notified in writing by the State that the Agreement has been approved by the Attorney General of the State of Connecticut authorization to proceed is issued to the Municipality in writing by the State.

Agreement No. 6.02-03C16)


The Parties have executed this Agreement by their duly authorized representatives on the day and year indicated, with full knowledge of and agreement with its terms and conditions.

STATE OF CONNECTICUT
Department of Transportation
James Redeker, Commissioner

By:  (Seal)
Thomas A. Harley, P. E.
Bureau Chief
Bureau of Engineering and Construction


Date: June 14, 2016

TOWN OF NEW FAIRFIELD

By:  (Seal)
Susan Chapman
First Selectman

Date: 5/19/16

APPROVED AS TO FORM:

By: 
~~Asst~~ Attorney General Robert W. Clark
State of Connecticut

Date: 7/6/16



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546



Office of the
Commissioner

An Equal Opportunity Employer

Delegation of Authority
Authorized by Sections 13b-17 and 13b-20 of the
Connecticut General Statutes, As Amended

Know All Ye Persons By These Presents, That I, James Redeker, Commissioner of Transportation, as authorized by Section 13b-17 and Section 13b-20 of the Connecticut General Statutes, as amended, do hereby delegate to Thomas A. Harley, Bureau Chief of the Bureau of Engineering and Construction and who also serves as the Chief Engineer, Department of Transportation, the duties and responsibilities which relate to all day-to-day operational and administrative activities and functions for the Bureau of Engineering and Construction and the authority to sign any agreement, contract, document, or instrument pertaining to the above which I am authorized to sign for said Bureau.

James Redeker
Commissioner

Date:

8-26-11

EXHIBIT A

ADMINISTRATIVE AND STATUTORY REQUIREMENTS

THE MUNICIPALITY AGREES:

(1) That this Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, and Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, and to Executive Order No. 49 of Governor Dannel P. Malloy promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order No. 14 and/or Executive Order No. 49 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it. At the Municipality's request, the Department shall provide a copy of these orders to the Municipality.

(2) To acknowledge and agree to comply with the policies enumerated in "Connecticut Department of Transportation, Policy Statement, Policy No. F&A-10 Subject: Code of Ethics Policy," June 1, 2007, a copy of which is attached hereto as Schedule 4 and made a part of this Agreement hereof.

(3) That suspended or debarred contractors, consulting engineers, suppliers, materialmen, lessors, or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

(a) The signature on the Agreement by the Municipality shall constitute certification that to the best of its knowledge and belief the Municipality or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal or State funds:

(i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(ii) Has not, within the prescribed statutory time period preceding this Agreement, been convicted of or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(iii) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of this certification; and

(iv) Has not, within a five-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

(b) Where the Municipality is unable to certify to any of the statements in this certification, such Municipality shall attach an explanation to this Agreement.

The Municipality agrees to insure that the following certification be included in each subcontract Agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts and purchase orders:

(i) The prospective subcontractors, sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(ii) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

(4) To comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d – 2000d-7), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the "Title VI Contractor Assurances", attached hereto as Schedule 5, all of which are hereby made a part of this Agreement.

(5) (a) That the Municipality shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Agreement, including the acts of commission or omission (collectively, the "Acts") of the Municipality or Municipality Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Agreement. The Municipality shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Municipality's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Municipality's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

(b) The Municipality shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party or entity acting under the direct control or supervision of the State.

(c) The Municipality shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Municipality or any Municipality Parties. The State shall give the Municipality reasonable notice of any such Claims.

(d) The Municipality's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Agreement, without being lessened or compromised in any way, even where the Municipality is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(e) The Municipality shall carry and maintain at all times during the term of the Agreement, and during the time that any provisions survive the term of the Agreement, sufficient general liability insurance to satisfy its obligations under this Agreement. The Municipality shall name the State as an additional insured on the policy. The Department shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Department or the State is contributorily negligent.

(f) This section shall survive the termination of the Agreement and shall not be limited by reason of any insurance coverage.

(6) Nothing in this Agreement shall preclude the Municipality from asserting its Governmental Immunity rights in the defense of third party claims. The Municipality's Governmental Immunity defense against third party claims, however, shall not be interpreted or deemed to be a limitation or compromise of any of the rights or privileges of the Department at law or in equity, under this Agreement including, but not limited to, those relating to damages.

(7) That the municipality receiving federal funds must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The municipality receiving state funds must comply with Connecticut General Statutes § 7-396a, and the State Single Audit Act, §§ 4-230 through 236 inclusive, and regulations promulgated thereunder.

(a) **FEDERAL SINGLE AUDIT**: Each municipality that expends a total amount of Federal awards: 1) equal to or in excess of \$500,000 in any fiscal year shall have either a single audit made in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" or a program-specific audit (i.e. an audit of one federal program); 2) less than \$500,000 shall be exempt for such fiscal year.

(b) **STATE SINGLE AUDIT**: Each municipality that expends a total amount of State financial assistance: 1) equal to or in excess of \$300,000 in any fiscal year shall have an audit made in accordance with the State Single Audit Act, Connecticut General Statutes (C.G.S.) §§ 4-230 to 4-236, hereinafter referred to as the State Single Audit Act or a program audit; 2) less than \$300,000 in any fiscal year shall be exempt for such fiscal year.

The contents of the Federal Single Audit and the State Single Audit (collectively, the "Audit Reports") must be in accordance with Government Auditing Standards issued by the Comptroller General of the United States.

The Audit Reports shall include the requirements as outlined in OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the State Single Audit Act, when applicable. Such Audit Reports shall include management letters and audit recommendations.

The audited municipality shall provide supplementary schedules with the following program/grant information: the program/grant number, CONNDOT project number, Federal project number, phase and expenditures by phase. The sum of project expenditures should agree, in total, to the program/grant expenditures in the Audit Reports. Federal and State programs/grants should be listed separately. (See attached Schedule 6 entitled "Supplementary Program Information" for format.)

Some programs/projects may have a "Matching" requirement, the matching portion of which must be met from local funds. Where matching requirements exist, the audit must cover the complete program/project, including all expenditures identified with or allocated to the particular program/project at the local level, whether the expenditures are from Federal, State or Local Funds.

Any differences between the project expenditures identified by the auditor and those amounts approved and/or paid by the Connecticut Department of Transportation must be reconciled and resolved immediately.

Except for those projects advertised by the State, the municipality agrees that all fiscal records pertaining to the project shall be maintained for three (3) years after expiration or earlier termination of this Agreement or three (3) years after receipt of the final payment, whichever is later. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been finally and irrevocably resolved. These records shall include the contract, contractor's monthly and final estimates and invoices, construction orders, correspondence, field books, computations, contractor's payrolls, EEO/AA records/reports, and any other project related records. **Such records will be made available to the State, State Auditors of Public Accounts and/or Federal Auditors upon request.** The audited municipality must obtain written approval from the appropriate division within the Connecticut Department of Transportation prior to destruction of any records and/or documents pertinent to this Agreement.

The municipality shall require that the workpapers and reports of the independent Certified Public Accountant ("CPA") be maintained for a minimum of five (5) years from the date of the Audit Reports.

The State, including the State Auditors of Public Accounts, reserves the right to audit or review any records/workpapers of the entity or municipality and the CPA pertaining to the Agreement.

(8) That this clause applies to those municipalities who are or will be responsible for compliance with the terms of the Americans Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of the Agreement. The Municipality represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Municipality to satisfy this standard as the same applies to performance under this Agreement, either now or during the term of the Agreement as it may be amended, will render the Agreement voidable at the option of the State upon notice to the Municipality. The Municipality warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Municipality to be in compliance with this Act, as the same applies to performance under this Agreement.

(9) That the sole and exclusive means for the presentation of any claim against the State arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Municipality further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

(10) That the Parties deem the Agreement to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Municipality waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

(11) That the Parties acknowledge and agree that nothing in the Agreement shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws

of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Agreement. To the extent that this section conflicts with any other section, this section shall govern.

(12) That with respect to all operations the Municipality performs and all those performed for the Municipality by subcontractors, the Municipality and its subcontractors shall carry Workers' Compensation Insurance and, as applicable, insurance required in accordance with the U. S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States respectively.

(13) That when the Municipality receives State or Federal funds it shall incorporate the "Connecticut Required Agreement Provisions, Specific Equal Employment Opportunity Responsibilities" (SEEOR), dated March 3, 2009, as may be amended from time to time, as a material term of any agreements it enters into with its contractors, consulting engineers or other vendors, and shall require the contractors, consulting engineers or other vendors to include this requirement in any of its subcontracts. The Municipality shall also attach a copy of the SEEOR, as part of any agreements with contractors, consulting engineers or other vendors and require that the contractors, consulting engineers or other vendors attach the SEEOR to its subcontracts.

Schedule 1



CONNECTICUT DEPARTMENT OF TRANSPORTATION POLICY STATEMENT

POLICY NO. EX.O.-33

June 25, 2015

SUBJECT: Policy on Non-Federally Funded Contract Fees for Architects, Engineers and Consultants performing services for the Department

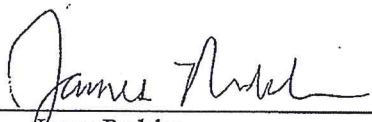
On May 4, 2015 the Office of Policy and Management (OPM) rescinded OPM General Letter No. 97-1. OPM is currently working, in consultation with DOT, to establish revised guidelines regarding the reasonableness and allow-ability of various cost factors related to engineering consultant services as required by Section 13b-20m of the Connecticut General Statutes.

In the interim, the Department will utilize the following Policy on Non-Federally Funded Contract Fees for Architects, Engineers and Consultants performing services for the Department:

All contracts for architects, engineers and consultants shall be negotiated and awarded on the following basis:

1. Burden, Fringe, Overhead and Profit — Actual but not to exceed 165% for work utilizing a Home Office rate and 130% for work utilizing a Field Office rate.
2. Travel — Maximum Is established per the State Travel Regulations (Manager's Agreement).

Each such contract must contain appropriate language to clearly acknowledge the parameters of this letter.


James Redeker
Commissioner

Schedule 2

STATE GRANT PROGRAM COMPLETION OF PRECONSTRUCTION
ACTIVITIES PROJECT CERTIFICATIONS
STATE PROJECT NO. 90-99
DOWNTOWN CENTER STREETScape
IMPROVEMENTS

I, _____ (name), _____ (title), duly authorized by the (City, Town, Borough) of _____ as so signified by this authorization, do certify and attest to the following:

1. Approval and acceptance of all plans, specifications, and estimates as certified by the Engineer below.

I, _____ (Engineer's name), do hereby certify that the geometric design complies with the latest Connecticut Department of Transportation Highway Design Manual criteria, or previously approved digressions from that standard.

Signed _____ Date _____

Connecticut P. E. Registration _____ (Stamp or Seal)

2. Rights of Way (select one)

- ☐ There are no right of way acquisition activities (acquisition of real property or defined easements) required as part of the proposed project.
- ☐ All right of way activities associated with the project have been completed as evidenced by submission of the required documentation described in the State of Connecticut Department of Transportation Small Town Economic Assistance Program Guidelines.

The purchase price for all property rights being acquired represents the fair market value of such property rights, as established by a certified appraiser.

For all property rights that were acquired by donation, a Waiver of Compensation and Appraisal Form has been properly executed.

3. That the Municipality owns or has the responsibility for maintaining the Project for which funding is sought and will be responsible for all future maintenance of the Project. The Municipality shall assume all responsibility and liability for:

a) The proper maintenance and operation of the Municipality's facilities constructed as part of this Project, upon completion of the Project, to the satisfaction of the State.

b) Maintenance of traffic control signals on municipally maintained roadways, and/or State

maintained roadways (if signals are constructed as part of this Project) upon satisfactory completion of the 30 - day acceptance test period.

c) The payment for electrical energy from such time as it is required for traffic signals and/or illumination installed on this Project, located on municipally maintained roadways, or at locations containing at least one roadway that is maintained by the Municipality.

4. That all public and private utility relocations have been addressed.
5. That all permits, regulations, executive orders, etc. required from Federal, State, and Local entities have been obtained. The Project is in compliance with the design criteria of the regulations of the State Traffic Commission.
6. That this Project involves activity or critical activity within or affecting the floodplain.
___ Yes ___ No

If yes, the Municipality has received the required permit approvals (via the Department) for activity or critical activity within or affecting the floodplain pursuant to Section 25-68b through 25-68h of the Connecticut General Statutes or an exemption (via the Department) from the Commissioner of the Department of Energy and Environmental Protection from such approval or approval with conditions.
___ Yes ___ No

7. That the public has been informed of the Project through a public involvement program conducted by the Municipality.
8. That the Department of Transportation Policy No. EX.O.-33 has been complied with in regard to retaining the services of architects, engineers, and/or consultants.

Signed _____ Date _____

Officials Title _____

Municipal Seal

Schedule 3

CERTIFICATE

Of Compliance With

Connecticut General Statute Section 31-57b

I hereby certify that all of the statements herein contained below have been examined by me, and to the best of my knowledge and belief are true and correct.

The _____ **has/has not** (*circle one*) been cited for three or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the bid, provided such violations were cited in accordance with the provisions of any state occupational safety and health act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following the appeal to the appropriate agency or court having jurisdiction or **has/has not** (*circle one*) received one or more criminal convictions related to the injury or death of any employee in the three year period preceding the bid.

The list of violations (if applicable) is attached.

Name of Firm, Organization or Corporation

Signed:

Name

Seal

Title:

Date:

State of

)

) ss:

A.D., 20__

County of

)

Sworn to and personally appeared before me for the above, _____

_____, Signer and Sealer of the foregoing instrument and acknowledged the same to be the free act and deed of _____, and his/her free act and deed as _____.

My Commission expires:

Notary Public

Seal

Project No(s).:

Schedule 4



CONNECTICUT DEPARTMENT OF TRANSPORTATION POLICY STATEMENT

POLICY NO. F&A-10

June 1, 2007

SUBJECT: Code of Ethics Policy

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT.

It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy.

The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site: www.ct.gov/ethics/site/default.asp. For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee.

All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's: development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney
Office of Legal Services

For questions, contact the Ethics Compliance Officer's Designee:

Alice M. Sexton, Principal Attorney
Office of Legal Services
2800 Berlin Turnpike
Newington, CT 06131-7546
Tel. (860) 594-3045

To contact the Office of State Ethics:

Office of State Ethics
20 Trinity Street, Suite 205
Hartford, CT 06106
Tel. (860) 566-4472
Facs. (860) 566-3806
Web: www.ethics.state.ct.us

Enforcement

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

Prohibited Activities

1. ***Gifts:*** DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics (www.ct.gov/ethics/site/default.asp). A list of prequalified consultants and contractors, *i.e.*, those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.

The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to \$50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars (\$10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars (\$50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. ***Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:*** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."
3. ***Gift Exchanges Between Subordinates and Supervisors/Senior Staff:*** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (*i.e.*, to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or *vice versa*) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate and to any individual up or down the chain of command. The Citizen's Ethics Advisory Board has also advised that supervisors or

subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.

4. **Acceptance of Gifts to the State:** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.
5. **Charitable Organizations and Events:** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. **Use of Office/Position for Financial Gain:** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president).

DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.

7. **Other Employment:** DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall not constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside-employment inquiries. No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. **Outside Business Interests:** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall not constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.
9. **Contracts With the State:** DOT employees, their immediate family members, and/or a business with which a

DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.

10. ***Sanctioning Another Person's Ethics Violation:*** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. ***Certain Persons Have an Obligation to Report Ethics Violations:*** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she must report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to, their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services, the Ethics Compliance Officer, the Auditors of Public Accounts, the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. ***Post-State Employment Restrictions:*** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees ***after they leave State service. Upon leaving State service:***

- ***Confidential Information:*** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
- ***Prohibited Representation:*** DOT employees must never represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any bureau of DOT (or any Board or Commission administratively under the DOT) within their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

- ***Employment With State Vendors:*** DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at \$50,000 or more must not accept employment with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.
13. ***Ethical Considerations Concerning Bidding and State Contracts:*** DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Conn. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:
 - With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;
 - Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and

- Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

DOT employees who believe that a contractor or consultant may be in violation of any of these provisions should bring it to the attention of their manager.

Training for DOT Employees

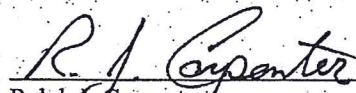
A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

Important Ethics Reference Materials

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: www.ct.gov/ethics/site/default.asp
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: www.ct.gov/ethics/site/default.asp
- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: www.ct.gov/ethics/site/default.asp. DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)


Ralph J. Carpenter
COMMISSIONER

Attachment

List 1 and List 3

(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics

Schedule 5

TITLE VI CONTRACTOR ASSURANCES

For this document Contractor means Consultant, Consulting Engineer, Second Party, or other entity doing business with the State and Contract shall mean the same as Agreement.

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations:** The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "USDOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation (ConnDOT) or the Funding Agency (FHWA, FTA and FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:
 - A. Withholding contract payments until the Contractor is in-compliance; and/or
 - B. Cancellation, termination, or suspension of the Contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Schedule 6.
SUPPLEMENTARY PROGRAM INFORMATION

FEDERAL

FEDERAL PROGRAM/GRANT IDENTIFICATION NUMBER	CONNDOT PROJECT NO.	FEDERAL PROJECT NO.	PHASE(1) (PE,ROW, CONST, CE)	EXPENDITURES (BY PHASE) (2)

(1) PRELIMINARY ENGINEERING (PE), RIGHTS OF WAY (ROW), CONSTRUCTION (CONST.)
 CONSTRUCTION ENGINEERING (CE)

(2) THE SUM OF THE PROJECT EXPENDITURES SHOULD AGREE, IN TOTAL, TO THE PROGRAM
 EXPENDITURES.

STATE

STATE PROGRAM/GRANT IDENTIFICATION NUMBER	CONNDOT PROJECT NO.	PHASE (1) (PE,ROW, CONST, CE)	EXPENDITURES (BY PHASE) (2)

(1) PRELIMINARY ENGINEERING (PE), RIGHTS OF WAY (ROW), CONSTRUCTION (CONST.)
 CONSTRUCTION ENGINEERING (CE)

(2) THE SUM OF THE PROJECT EXPENDITURES SHOULD AGREE, IN TOTAL, TO THE PROGRAM
 EXPENDITURES.